

POWER OF ATTORNEY BY ASSIGNEE

The undersigned assignee of the entire interest in application for Letters Patent for the invention entitled **MEMS MIRRORS WITH PRECISION CLAMPING MECHANISM** for which application for letters patent is filed concurrently herewith.

by virtue of an Assignment recorded in parent application Serial No.: 09/834,944 herewith hereby appoints:

Joshua D. Isenberg Reg. No., 41,088,
Practitioners at Customer Number **27652**

as its agents to prosecute the attached application and to transact all business in the Patent and Trademark Office connected therewith, said appointment to be to the exclusion of the inventor(s) and their attorney(s) in accordance with the provisions of Rule 32 of the Patent Office Rules of Practice.

Please direct all communication relative to said application to the following correspondence address:

Joshua D. Isenberg
204 Castro Lane
Fremont, CA 94539
tel: (510) 896-8328
fax: (510) 360-9656

I am duly authorized to sign this instrument on behalf of assignee corporation. I hereby declare that, to the best of my knowledge and belief, title is in the assignee herein, and I affirm review of the Assignment document concurrently submitted and believe that the attached application has been assigned to assignee herein and that assignee therefore has the right to make this Power of Attorney and Exclusion of Inventor(s).

I declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further, that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

ASSIGNEE: **ONIX MICROSYSTEMS, INC.**
4138 Lakeside Drive
Richmond, CA 94806

Official Authorized to Act on Behalf of Assignee:

Signature: _____

Name: _____

Title: _____

8/16/01
Date

STATEMENT UNDER 37 CFR 3.73(b)

Applicant: Murali Chaprala, et alApplication No.: not yet assigned, Filed: (herewith)Entitled: **MEMS MIRRORS WITH PRECISION CLAMPING MECHANISM**

ONIX MICROSYSTEMS, INC., a **corporation**,
(Name of Assignee) (Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. the assignee of the entire right, title, and interest; or
2. an assignee of an undivided part interest in the patent application/patent identified above by virtue of either:

A. ☒ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

OR

B. ☐ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:

1. From: _____

To: _____

The document was recorded in the Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

2. From: _____

To: _____

The document was recorded in the Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

3. From: _____

To: _____

The document was recorded in the Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

☐ Additional documents in the chain of title are listed on a supplemental sheet.

☐ Copies of assignments or other documents in the chain of title are attached.

[NOTE: A separate copy (i.e., the original assignment document or a true copy of the original document) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the PTO. See MPEP 302-302.8]

The undersigned (whose title is supplied below) is empowered to sign this statement on behalf of the assignee.

Date

8/16/01

Signature

Jim Heald

Title

8/16/01

Typed or printed name

Jim Heald

09932433 081801

COPY

ASSIGNMENT

Attorney Docket No: ONX-115A

THIS ASSIGNMENT, by

**BEHRANG BEHIN, MICHAEL J. DANEMAN, CHUANG-CHIA LIN, BORIS KOBRIN,
MURALI CHAPARALA, AND GARY ZALEWSKI**

(hereinafter referred to as the Assignors), residing at **Berkeley, California, Pacifica, California, San Pablo, California, San Francisco, California, Vancouver, Washington, and Oakland, California** respectively, witnesseth:

WHEREAS, said Assignors have invented certain new and useful improvements in

MEMS Mirrors With Precision Clamping Mechanism

for which application for Letters Patent Serial No. **09/834,744** as filed on **April 12, 2001** and for which application for Letters Patent has been executed on _____

WHEREAS,

ONIX MICROSYSTEMS, INC.

(hereinafter referred to as the Assignee), a body having corporate powers under the laws of the state of **CALIFORNIA, RICHMOND, CALIFORNIA 94806**, is desirous of obtaining the entire right, title and interest in and to said inventions and said application for Letters Patent, and in and to any Letters Patent, United States or foreign, to be obtained therefor and thereon;

WHEREAS, said Assignors and said Assignee have executed an agreement entitled "Agreement Concerning Rights in Invention."

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and for other good and sufficient considerations, the receipt of which is hereby acknowledged:

1. The Assignors have sold, assigned, transferred and set over, and do hereby sell, assign, transfer and set over unto said Assignee, the entire right, title and interest in, to and under said inventions; said application for Letters Patent; any Letters Patent which may be granted for said inventions in the United States of America and any foreign country; any division, continuation, and continuation-in-part of said application; any reissue or extension of said Letters Patent; and all rights under the International Convention for the Protection of Industrial Property; said right, title and interest to be held and enjoyed by said Assignee for its own use and behoove to the full end of the term for which Letters Patent may be granted, as fully and entirely as the same would have been held and enjoyed by the Assignors, had this sale and assignment not been made.

2. Said Assignors hereby jointly and severally warrant and represent that, at the time of execution and delivery of these presents, said Assignors are the joint and lawful owners of the entire right, title and interest in and to said inventions and said application for Letters Patent, and that the same have not entered into any assignment, contract or understanding in conflict herewith.

3. Said Assignors hereby jointly and severally covenant and agree to assist and cooperate with said Assignee, whereby said Assignee may enjoy to the fullest extent said right, title and interest herein conveyed, provided, however, that the entire expense which may be incurred by said Assignors in lending such assistance and cooperation be paid by Assignee. Such cooperation shall include: (a) prompt execution of all papers (prepared at the expense of Assignee) which are deemed necessary or desirable by Assignee to perfect said right, title and interest herein conveyed, (b) prompt execution of all petitions, oaths, specifications, declarations and other papers (prepared at the expense of Assignee) which are deemed necessary or desirable by Assignee for filing or prosecuting in the United States or any foreign country said application, any application which is a division, continuation, or continuation-in-part of said application, any reissue application for any Letters Patent granted on said application, or for any interference proceeding involving said application or Letters Patent granted thereon; and (c) prompt assistance and cooperation in the prosecution of all legal proceedings involving said

COPY

inventions, said application, or Letters Patent granted thereon, including oppositions, cancellation proceedings, priority contests, public use proceedings and court actions.

4. The terms, covenants and conditions of this Assignment shall inure to the benefit of said Assignee, its successors, assigns and/or other legal representatives, and shall be binding upon said Assignors, their heirs, legal representatives and assigns.

5. The terms, covenants and conditions of this Assignment are subject to the payment of royalty by Assignee to Assignors in accordance with the provisions of said Agreement Concerning Rights in Invention.

6. Said Assignors hereby request the Commissioner of Patents and Trademarks to issue said Letters Patent of the United States to said Assignee as the assignee of said inventions.

IN WITNESS WHEREOF said Assignors have executed and delivered this instrument on the respective dates noted below.

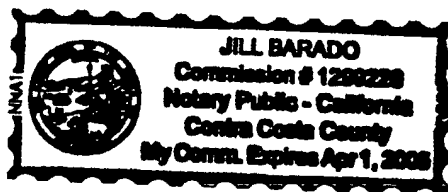
Date: 6/28/01

Behrang Behin

BEHRANG BEHIN

State: California County: Contra Costa

Subscribed and sworn to before me on this 28 day of June, 2001



Jill Barado
Notary Public

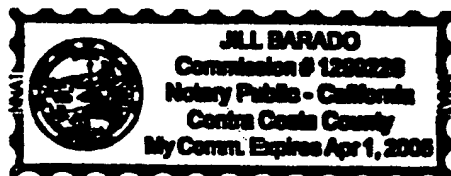
Date: 6/22/01

Michael J. Daneman

MICHAEL J. DANEMAN

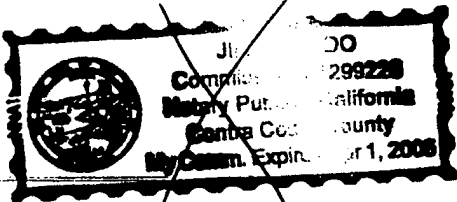
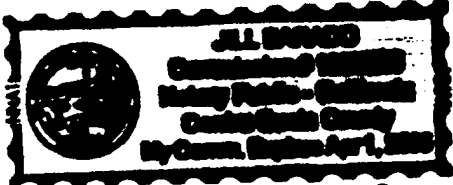
State: California County: Contra Costa

Subscribed and sworn to before me on this 22 day of June, 2001




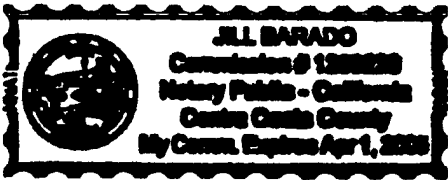
Jill Barado
Notary Public

Date: 6/27/2001 LIU
 State: California County: Contra Costa
 Subscribed and sworn to before me on this 27 day of June, 2001

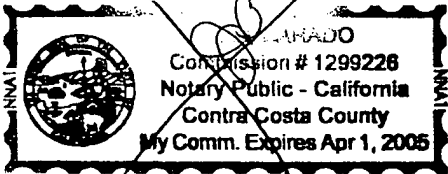
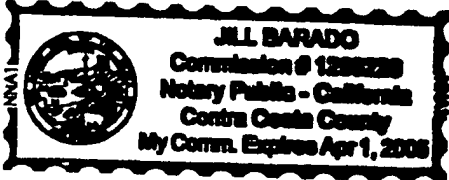
JLL Barado
 Notary Public

Date: 06.20.01 Bob
 State: California County: Contra Costa
 Subscribed and sworn to before me on this 20 day of June, 2001

JLL Barado
 Notary Public

Date: 06-22-2001 Murali Krishna
 State: California County: Contra Costa
 Subscribed and sworn to before me on this 22 day of June, 2001

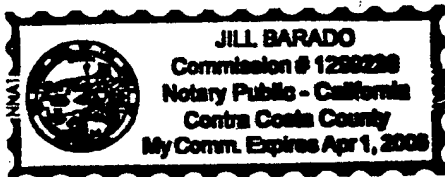
JLL Barado
 Notary Public

Date: June 21, 2001

GARY ZALEWSKI

State: California County: Contra Costa

Subscribed and sworn to before me on this 21 day of June, 2001.



Jill Barado
Notary Public

09/834,744